

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

|           |   |                           |   |
|-----------|---|---------------------------|---|
| Applicant | : | Stanton R. Canter         | ) |
|           |   |                           | ) |
| App. No.  | : | 10/587,497                | ) |
|           |   |                           | ) |
| Filed     | : | July 27, 2006             | ) |
|           |   |                           | ) |
| For       | : | ANCHORING ELEMENT FOR USE | ) |
|           |   | IN BONE                   | ) |
|           |   |                           | ) |
| Examiner  | : | Unknown                   | ) |

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ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original Assignment of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

As of the execution date of the Assignment or the execution date set forth below, whichever is later, the undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute

**App. No.** : 10/587,497  
**Filed** : July 27, 2006

this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

Nobel Biocare AG

Dated: June 21, 2007

By:

  
Linus Bystrom

Title: European Patent Attorney

Address: Balz Zimmeramn-Strasse 7, 8152  
Glattbrugg, Switzerland

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NR-Center - Patent Assignment Agreement  
Final ver. 20050331-5  
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**PATENT ASSIGNMENT AGREEMENT**

**BETWEEN**

**STANTON R. CANTER**

**AND**

**NOBEL BIO CARE SERVICES AG**

OR  
GW

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NB-Canter - Patent Assignment Agreement  
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## PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the day set out below

by and between

Stanton R. Canter, D.D.S., 5304 Topanga Canyon Blvd. Woodland Hills, CA 91364, USA (the  
"Seller")

and

Nobel Biocare Services AG, Postfach, 8058 Zürich-Flughafen, Switzerland (the "Nobel Biocare")

### WITNESSETH:

WHEREAS, Seller is the inventor of an invention concerning dental implants, that is the subject matter of the patent applications set out below;

WHEREAS, subject to the terms and conditions of this agreement, Seller wishes to sell to Nobel Biocare, and Nobel Biocare wishes to purchase from the Seller, the invention, the patent application, certain know-how pertaining to the invention and the patent application and any and all rights deriving hereto;

NOW, THEREFORE, the parties agree as follows:

### 1. DEFINITIONS

1.1 Wherever used in this Agreement the following terms shall have the meaning described below:

"Affiliate" means an entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Nobel Biocare.

"Agreement" shall mean this Patent Assignment Agreement including all Schedules hereto.

"Contract" shall mean this Patent Assignment Agreement excluding all Schedules hereto.

"Improvement" shall mean any modification or development of the Invention.

"Invention" shall mean an anchoring element for use in bone developed by the Seller as further described in the Patent Applications.

The "Patent Applications" shall mean the patent applications described in Schedule 1-Schedule 3 hereto.

"Patents" shall mean the entire right, title and interest relating to the corresponding patent applications, national or international, that may follow and/or are derived from the Patent Applications including divisions, renewals and continuations thereof.

*Handwritten initials: DW*

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"Proprietary Rights" under this Agreement include all intellectual property rights related to the Invention, the Patent Applications and Patents, including but not limited to inventions, patent applications, patents, know-how, design, trademarks, trade secrets, copyrights, moral rights, including also any right to secure any of the foregoing rights worldwide and also including any information and disclosures whether or not protectable under law that are developed by the Seller in connection with the Invention and/or the Patent Applications, but not including any intellectual property rights in inventions which are the subject of unrelated patent applications.

The "Seller's know-how" shall mean knowledge, experience, data, technology, designs, techniques, drawings, software, and other information and knowledge relating to the Invention and/or the Patent Applications owned or controlled by the Seller at the time of execution of this Agreement and which the Seller is entitled to disclose and sell to Nobel Biocare.

## 2. SCHEDULES

2.1 The following Schedules form an integral part of the Agreement:

Schedule 1 U.S. Patent provisional application no. 60/539,633 filed 28 January 2004.

Schedule 2 U.S. Patent application no. 11/035,266 filed 12 January 2005

Schedule 3 PCT Patent application no. US 2005/002 717 filed 28 January 2005

2.2 In case of a conflict between the Contract and the Schedules, the Contract shall prevail.

## 3. ASSIGNMENT

3.1 Subject to the terms and conditions of this Agreement the Seller hereby agrees to assign to Nobel Biocare the Proprietary Rights and entire right, title and interest relating to the Invention, the Patent Applications and the Patents. For the avoidance of doubt, after the execution of this Agreement Nobel Biocare is entitled, at its own discretion, to any dispositions of the Invention, the Patent Applications and the Patents, such as applications for further patents, to license the patent to a third party, to assign the patent, to make any changes etc. or to omit such acts, except as they would unreasonably diminish Seller's payments under this Agreement or waste the Seller's reversionary interest provided by clause 4.2(ii).

3.2 The Seller undertakes to execute any necessary additional assignment documents and to do all necessary acts in order to fully and validly transfer to Nobel Biocare all the Proprietary Rights. The Seller undertakes not to use the Invention anywhere in the world after execution of this Agreement.

3.3

Paragraph 3.3 and pages 4 through 6, containing  
Paragraph 3.4 and Sections 4 through 6, have been redacted.

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Sections 7 through 9 on this page and Pages 4 through 6, containing Paragraph 3.4 and Sections 4 through 6, have been redacted.

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**10. ENTIRE AGREEMENT**

- 10.1 Each of the parties to this agreement confirms that this agreement represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the parties.

**11. GOVERNING LAW AND ARBITRATION**

- 11.1 This agreement shall be construed in accordance with and governed by the substantive law of Sweden.

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- 11.2 Any dispute, controversy or claim arising out of or in connection with this agreement or the breach, termination or invalidity thereof shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute). The place for arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have executed two (2) identical copies of this Agreement as of the day and year first above written.

WOODLAND HILLS, CALIFORNIA  
Place and date MAY-5-2005

STANTON R. CANTER

Gothenburg, May 3, 2005  
Place and date

NOBEL BIO CARE SERVICES AG

Signature

*Stanton R. Canter*

Hélène Canepa

*Hélène Canepa*

Thomas Bögl

*Thomas Bögl*

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